DIS-NISKOGRADNJA" D.O.O
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VALJEVO

Contract NO. 2022-ERGS-XSTL-LW-024

Subcontract for Demolition Work

拆除作业分包合同

Party A: SHANDONG LUQIAO GROUP CO. LTD OGRANAK

BEOGRAD-Novi Beograd

Party B: DIS NISKOGRADNJA DOO VALJEVO

This Subcontract number 2022-ERGS-XSTL-LW-024 is concluded in Subotica, on_____2022, between:

Party A: SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-Novi Beograd, MB: 29508739, PIB: 112302292, Trg prijateljstva Srbije i Kine 4, 11070 Novi Beograd. Represented by Wang Yong

And

Party B: DIS NISKOGRADNJA DOO VALJEVO, MB: 06599303, PIB: 101902692, JUSTINA POPOVIĆA 19, 14000 Valjevo, Represented by Saša Pavlović.

In order to complete the Project of Modernization and Reconstruction of the Hungarian-Serbian Railway in the territory of the Republic of Serbia, Section Novi Sad-Subotica-State Border (Kelebija) Civil and Track Engineering NS-II, Party A entrusts Party B to execute the Demolition Work. After negotiation, both parties reached the following agreement:
为完成塞尔维亚共和国境内匈塞铁路现代化改造诺维萨德-苏博蒂察-边境（克莱比奥）区段土建与轨道工程二标项目，甲方委托乙方执行拆除作业。经协商，双方达成如下协议：

1.Definitions and Explanations
1. 定义与解释
1.1 Employer: refers to **Railway Infrastructure Serbia Co., Ltd., the Ministry of Construction, Transport and Infrastructure of Government of the Republic of Serbia** and their successors, as well as the **Joint Venture of China Railway International Co., Ltd. & China Communications Construction Company Ltd.**
1.1发包人：指塞尔维亚铁路基础设施有限公司和塞尔维亚共和国政府建设、交通和基础设施部，以及中铁国际与中交股份联营体。

1.2 The words indicating single-gender in the Contract include all genders unless otherwise specified;
1.2本合同中的“单一性别”字样，除非另有说明，包括所有性别；

1.3 The words indicating the singular include the plural, and the words indicating the plural also include the singular;
1.3 表示单数的词语包括复数，表示复数的词语也包括单数；

2.Scope of Works and Composition of Subcontract
2. 分包合同的工作范围和组成

2.1 Scope of Works : Complete All the construction works set forth in the WSD, Table of Prices and construction drawings related the demolition work of the house in the scope of Km128+849.48~Km144+327. 41, the demolition work of the Km131+245 bridge, such as leasing and transportation of all machinery and equipment; geodetic work; demolition of bridge and houses; prepare construction logs and other construction documents; dismantling and transportation of demolished materials and other ancillary work, and all the relevant works for the safety, environmental protection and temporary measures required by this project.

2. 1工作范围：完成施工图纸/价格表/WSD中所列的关于Km128+849.48至Km144+327.41段的房屋和Km131+245桥梁拆除作业 例如机械设备的租赁及运输；测量；桥梁和房屋拆除；编制施工日志及其他施工文件；拆除后的材料的拆解和运输及其他附属工作；以及因本工程所要求的安全、环保及临时措施等相关所有工作内容

2.2Composition of Subcontract

2. 2分包合同的构成

2.2.1This Subcontract and Appendixes;

2. 2. 1本分包合同及附件；

2.2.2Execution Design Drawings and Technical Specifications;

2.2.2执行设计图纸和技术规范；

2.2.3Work Instructions from Supervising Engineer (if any);

2.2.3监理工程师的工作指导书（如有）；

2.2.4The managing documents of Party A, meeting minutes, and contact sheets of both parties.

2.2.4甲方管理文件、会议记录、双方联系表。

3.The Subcontract Price

3. 分包价格

3.1 This is a subcontract with a fixed total price. The subcontract price includes all engineering costs for the full performance of this subcontract, as well as the direct and indirect costs incurred by Party B for completing the subcontract projects.

3.1这是一个固定总价的分包合同。分包价包括为全面履行本分包合同的所有工程费用，以及乙方为完成分包合同工程而产生的直接和间接费用。

3.1.1Party B fully confirms the adequacy and sufficiency of the Subcontract Price. The Subcontract Price is based on the data, its verification and interpretation, required information, inspection, and all relevant matters and other implied data available to Party B.

3.1.1乙方充分确认分包价格的充分性。分包价格基于乙方可获得的数据、其验证和解释、所需信息、检查以及所有相关事项和其他隐含数据。

3.1.2 When Party B signs the contract, Party B has fully understood the market price of personnel, materials and machinery and equipment required for the project, and the risk cost caused by factors such as price changes, material scarcity, the difference between the design quantity in the construction drawing and the actual quantity has been included in the subcontracting price.

3.1.2乙方签订合同时，乙方充分了解本工程所需人员、材料及机器设备的市场价格，价格变动、材料稀缺、施工图中的工程数量与实际的工程数量差异等因素造成的风险成本已包含在分包价格中。

3.1.3Party B confirms that he has entered into this Subcontract on the basis of proper examination, verification, and interpretation of all data including data provided by Party A and any other data available relating to the Site, and surrounding area.

3.1.3 乙方确认，他已在对所有数据（包括甲方提供的数据以及与现场及周边区域相关的任何其他可用数据）进行适当检查、验证和解释的基础上签订了本分包合同。

3.2 The Subcontract Price is 160,852.84 USD (without VAT) (in words: one hundred sixty thousand eight hundred fifty-two and 84/100 US Dollars) (See Appendix 3 for the Table of price). VAT shall be calculated according to the Serbian VAT law.

3.2分包价格为 160,852.84 美元（不含增值税）（大写：壹拾陆万零捌佰伍拾贰点捌肆美元）（详见附件3价格表）； 增值税应根据塞尔维亚增值税法计算；

3.2.1The Subcontract Price includes all the taxes and fees except VAT. Party A has no obligation of paying any taxes and fees to Party B, no matter if there is any tax-changing that occurs during the period of Subcontract performance, even though the taxes are related to the Works.

3.2.1 分包价格包括除增值税外所有税费。 甲方没有义务向乙方支付任何税费，无论在分包合同履行期间是否发生任何税费变化，即使这些税费与工程有关。

4. Method of Quantity Measurement and Payment

4. 计量及支付方式

4.1 Measurement: The measurement period is once a month (when the measurement conditions are met). Party B shall provide measurement documents, construction logs, etc.

4.1 计量：计量周期为每月一次 当满足计量条件时）； 乙方按甲方要求提供计量书、施工日志等

4.2 Interim payment: After the measurement book is approved, Party A shall approve the interim payment certificate submitted by Party B for the corresponding period. Within 7 days after the issuance of the interim payment certificate, Party A shall pay Party B the interim payment of the corresponding period in time.

4.2 中期付款：施工书批准后，甲方应对相应期次乙方提交的中期付款证书进行审批 在中期付款证书签发后7天内，甲方应及时向乙方支付相应期次的中期付款。

4.3 Party B shall provide Party A with an official invoice according to Party A's requirement. Payment shall be made in dinar (RSD) at the middle exchange rate of the National Bank of Serbia on the date of the Party B's invoice issued.
4. 3乙方应按甲方要求向甲方提供正式发票。应按照乙方发票开具之日塞尔维亚国家银行的中间汇率以第纳尔 （ rsd)支付。

4.4Party B shall submit appropriate documents required by the financial department of Party A. Party A shall be exempted from any responsibility if the payment is delayed caused by Party B.
Party B's bank account: KOMERCIJALNA BANKA A.D. BEOGRAD, 205-187045-98
4. 4乙方应提交甲方财务部门要求的相应文件。如因乙方原因造成延迟付款，甲方不承担任何责任。
乙方的银行账户：KOMERCIJALNA BANKA A.D. BEOGRAD, 205-187045-98

4.5 Advance payment: There is no advance payment for this project.
4. 5 预付款：本工程无预付款。

4.6 Final payment: After the project is completed and the defect liability period expires, Party B starts to apply for the final payment certificate. Party A will pay or deduct the services provided by Party A to Party B and/or the services provided by Party B to Party A and/or Party B's liquidated damages and/or Party A's liquidated damages in accordance with the subcontract, The final payment certificate will be paid within 15 working days from the date the Employer pays Party A's final payment.
4. 6 终期付款：工程完工且缺陷责任期满后，乙方开始申请终期付款证明。 甲方将根据分包合同对甲方向乙方提供的服务和/或乙方向甲方提供的服务和/或乙方的违约金和/或甲方的违约金进行支付或扣除，终期支付证书将在发包人支付甲方的终期付款之日起的 15 个工作日内支付。

4.9 The measurement book submitted by Party B to Party A shall include supporting documents related to measurement, which shall meet the requirement that Party A's application for payment to the Employer. The supporting documents that should include but are not limited to construction logs, submission of RIA (request for inspection and approval), measurement books, etc. If Party A is unable to apply for payment to the Employer due to Party B's reasons, Party A has the right to make a deduction for Party B's performance bond or file a claim against Party B.
4. 9 乙方向甲方提交的计量书应包括计量相关支撑文件，应满足甲方向发包方申请付款。应包括的支撑文件包括但不限于施工日志、提交RIA request for inspection and approval 计量书等，若因乙方原因造成甲方无法向发包人申请付款，甲方有权扣减乙方的履约保证金或向乙方提出索赔。

5. Works Schedule

5. 工期

5.1 The Time for Completion under this Subcontract shall be 40 calendar days after signed this subcontract, Party B is obliged to mobilize machinery and equipment to start construction within 3 days after signing the subcontract.

5.1根据本分包合同完工期限应为合同签订后的40日历天，乙方有义务在本分包合同签订后3日内调动机器及设备开始施工

5.2 Extension of the Time for Completion: The Time for Completion could be extended if any delay is caused by force majeure or the delay was caused by Party A. Extension could be permitted if any extension instruction is issued by the Supervising Engineer and/or Party A, which is directly connected with the scope of work of Party B. Party A must issue an extension order if the delay was caused by Party A. If the delay is caused by Party B, no extension will be granted.

5.2竣工时间的延长：如因不可抗力或甲方造成的延误，竣工时间可予以延长。如监理工程师和/或甲方发出任何与乙方的工作范围直接相关的延期指令，则可允许延期。如果延误是由甲方造成的，甲方必须发出延期令。如果延误是由乙方造成的，则不予延期。

5.3 Party B signs this Subcontract based on a full understanding of Party A's dynamic plan. Party B shall carry out the works strictly following Party A's dynamic plan. If the work progress is behind the dynamic plan, Party A will send notice to Party B to take acceleration measures, if Party B's work progress fails to meet the requirements after being warned twice, Party A has the right to take back all or part of the works for self-execution or hand over to other subcontractors for execution, and the relevant costs and losses shall be borne by Party B.

5.3乙方在充分了解甲方动态计划的基础上签订本分包合同。乙方应严格按照甲方的动态计划进行工作。如果工作进度落后于动态计划，甲方将通知乙方采取加速措施，如果乙方经两次警告后工作进度不符合要求，甲方有权收回全部或部分自行执行或移交其他分包商执行，相关费用和损失由乙方承担。

7.The right and obligation of each party

7. 各方的权利和义务

7.1The right and obligation of Party A / 甲方的权利和义务 / Pravo i obaveze Strane A

7.1.1Party A shall have the right to decide, at the request of the Employer, all issues relating to the quality, acceptance, performance, and progress of the Project, For the avoidance of doubt, the decisions made by Party A pursuant to the Employer's requirements shall be final, conclusive, and binding upon Party B.

7.1.1甲方有权根据发包人的要求决定与工程质量、验收、施工和进度有关的一切问题，为免生疑问，甲方根据发包人的要求作出的决定是最终的、决定性的，对乙方具有约束力。

7.1.2Party A shall supervise Party B's full performance of the Subcontract, control, supervise and inspect the quality, progress, and HSE work of the project, conduct acceptance and evaluation of the project completed

by Party B on a regular basis, measure the qualified project completed by Party B and make payment to Party B according to Article 4 of this Subcontract.

7.1.2甲方应监督乙方全面履行分包合同，控制、监督和检查工程的质量、进度、HSE工作，定期对乙方完成的工程进行验收和评估，对乙方完成的合格工程进行计量，并按本分包合同第4条的规定向乙方付款。

7.1.3 Party A shall assign execution managers and engineers to supervise the execution of Party B according to this Subcontract. Party A has the right to check Party B's execution log and other required technical documents.

7.1.3甲方应根据本分包合同指派执行经理和工程师对乙方的执行进行监督。甲方有权查阅乙方的施工日志和其他所需的技术文件。

7.2 The right and obligation of Party B / 乙方的权利和义务

7.2.1 Party B shall organize enough executive personnel and equipment to enter the site according to the date notified by Party A. Party B shall prepare all daily necessities and ensure that the progress will not be affected. Such as the living materials, temporary housing facility, domestic electricity, construction electricity, domestic water, and construction water required by Party B for production shall be borne by Party B at its own expense. Party B shall meet Party A's dynamic plan and its requirements for adjustment of the execution schedule by adding execution equipment and execution teams.

7.2.1乙方应按甲方通知的日期组织足够的执行人员和设备进入现场。乙方应准备好一切日常用品，并确保不影响进度。乙方生产所需的生活物资、临时建筑设施、生活用电、施工用电、生活用水、施工用水等均由乙方自费承担。乙方应通过增加执行设备和执行队伍，满足甲方动态计划及其对执行进度调整的要求。

7.2.2Party B shall organize execution work in strict accordance with the execution data and technical specifications provided by Party A, following instructions and inspection of Party A and supervising engineer, and be responsible for the quality of the Project. Party B shall deal with the issues in accordance with the requirements of the Employer, the supervising engineer, and Party A if rework needed to be done or any losses occurred due to Party B's reason. All related losses shall be borne by Party B.

7.2.2乙方应严格按照甲方提供的施工资料和技术规范，按照甲方和监理工程师的指示和检查，组织施工工作，并对工程质量负责。因乙方原因需要返工或造成损失的，乙方应按照发包人、监理工程师和甲方的要求处理。所有相关损失由乙方承担。

7.2.3 Party B shall organize and arrange machinery, equipment, and workers timely and reasonably to meet execution requirements. All administrative staff and technicians shall hold certificates. The workers for special works shall obtain special operation certificates issued by the competent department of the Republic of Serbia. The main technicians shall have rich experience in execution.

7.2.3乙方应及时、合理地组织、安排机器、设备和工人，以满足施工要求。所有管理人员和技术人员均应持证上岗。特种作业工人应取得塞尔维亚共和国主管部门颁发的特种作业证书。主要技术人员应具有丰富的执行经验。

7.2.4Party B will cooperate with Party A to jointly manage the health and safety at work of the employees at the site in question. Each of the parties is individually responsible for their employees in the field of health and safety at work on the execution site, in accordance with the regulations of the Republic of Serbia. Party B shall carry out on-site management according to the related regulations of Serbia, comply with all the laws and regulations related to environmental protection and be responsible for handling and bearing full costs of environmental pollution caused to roads and rivers.

7.2.4乙方将与甲方合作，共同管理相关现场员工的工作健康和安全。根据塞尔维亚共和国的规定，每一方对其员工在执行现场工作的健康和安全领域分别负责。乙方应按照塞尔维亚有关规定进行现场管理，遵守所有与环境保护有关的法律法规，并负责处理和承担对道路和河流造成的环境污染的全部费用。

7.2.5Party B shall assist Party A in measurement, quality, safety, execution progress, environment protection, site management, inspections, and data collection. Besides, Party B shall timely fill in the execution reports, safety execution reports, Measurement Books, and construction diary. Party B shall be responsible for filling and submission of original documents, and shall timely submit the execution schedule and the documents required by Party A.

7.2.5乙方应协助甲方进行计量、质量、安全、执行进度、环境保护、现场管理、检查、数据收集等工作。此外，乙方应及时填写施工报告、安全施工报告、计量书及施工日志。乙方负责原件的填写和提交，并及时提交施工进度和甲方要求的文件。

7.2.6Party B shall submit to Party A a list of names and a photocopy of the ID of Party B's personnel on-site. Party B shall equip his staff with all required social insurance and bear the related insurance cost.

7.2.6乙方应向甲方提交乙方现场人员名单及身份证复印件。乙方应为其员工配备所有必要的社会保险并承担相关的保险费用。

7.2.7Any dispute between Party B and the Third-Party during execution shall be settled by Party B and Party B shall be solely liable for it. Party B shall pay all the relevant taxes in accordance with local laws and regulations.

7.2.7乙方与第三方在执行过程中发生的任何争议，由乙方解决，乙方承担全部责任。乙方应根据当地法律法规缴纳所有相关税费。

7.2.8Party B shall guarantee the project quality. In case of any defects or quality accidents, if supervising engineer issues instructions to rectify or remove the defects or quality accidents, Party B shall follow accordingly at its own expense, unless such defects or quality accidents are caused by Party A.

7.2.8乙方应保证工程质量。发生任何缺陷或质量事故时，如果监理工程师下达整改或消除缺陷或质量事故的指令，乙方应自费遵照执行，除非该缺陷或质量事故是由甲方造成的。

7.2.9In case of any damage to the surrounding property or area during the execution of subcontracted works, Party B shall bear the maintenance costs and shall not affect the time for completion. While evacuation, Party B shall remove all the equipment, surplus material, waste, and all kinds of temporary facilities to make the site clean and meet the requirement of Party A.

7.2.9分包工程施工过程中如对周边财产或区域造成损害，乙方应承担维修费用，不影响竣工时间。撤场时，乙方应撤离所有设备、多余材料、废物和各种临时设施，使场地清洁，符合甲方要求。

8.Variation, claim, and Insurance

8. 变更、索赔和保险

8.1Variation and Additional Works / 变更和附加工作

8.1.1The project variation and adjustment shall be carried out in accordance with the Contract between Party A and his Employer, Party B shall be responsible to assist Party A to submit relevant documents as required by the Employer and the submitted documents shall be confirmed by the representative of Party B in writing. The approval and reply of the Employer, which is made shall be binding to both parties.

8.1.1工程变更和调整应按照甲方与发包人签订的合同进行，乙方负责协助甲方按发包人要求提交相关文件，并且提交的文件应由乙方代表书面确认。发包人作出的批准和答复对双方均具有约束力。

8.1.2Party B shall provide all the invoices and documents of the variation or additional works approved by Party A. Moreover, all the original receipts and evidence of cost, transportation, and management of materials used for such works shall be supplied for Party A's review.

8.1.2乙方应提供经甲方批准的变更或补充工程的所有发票和文件。此外，还应提供该工程所用材料的成本、运输和管理的所有原始收据和证据，以供甲方审查。

8.2 Claims / 索赔

8.2.1Before signing this Contract, Party B undertakes that he has forecasted and willfully taken all risks and responsibilities for the completion of the project, and Party A will not accept any claim made by Party B for a time extension and cost compensation not caused by Party A or the Employer.

8.2.1乙方在签订本合同前承诺已预见并自愿承担工程竣工的一切风险和责任，甲方不接受乙方提出的任何非甲方或发包人造成的延期和费用补偿的索赔。

8.2.2 During the execution process, Party B's equipment and personnel slow down or be idling, or the work discontinues, due to bad weather or other non-Party A reasons, Party B shall not make relevant claims to Party A.

8.2.2在执行过程中，乙方的设备和人员因恶劣天气原因等非甲方原因出现减速、窝工、停工等情况，乙方不得向甲方提出相关索赔。

8.3 Project Insurance / 项目保险 / Osiguranje projekta

8.3.1Party B shall take out all the insurance needed at its own expense, and does not need to share the compensation payment with Party A, for those insurance paid by Party B itself. Party B is obliged to provide Party A with the relevant evidence required by Party A's insurance company unconditionnally. And the indemnity of Party A's insurance company will not be subdivided with Party B.

8.3.1 乙方自行承担所需的全部保险，不需与甲方分担赔偿金。 乙方有义务免费向甲方提供甲方保险公司要求的相关证据。 且甲方保险公司的赔款不与乙方分摊。

9. Transportation and Management

9. 运输与管理

9.1 Transportation and Management / 运输与管理

9.1.1 All the materials and equipment (except the materials provided by Party A stipulated in the subcontract) shall be purchased or leased by Party B, In case of loss or accident caused by the quality of purchased or leased materials and equipment, Party B shall still bear full responsibility even if the materials have been inspected or approved by Party A.

9.1.1所需要的一切材料和设备（除分包合同规定由甲方提供的材料）均由乙方采购或租赁，如因所采购或租赁的材料和设备的质量问题造成损失和事故，即使材料已经过检查或甲方的认可，乙方仍应承担全部责任。

9.1.2Party B shall make sure all the materials and equipment are properly stored. If any loss or damage happened, the loss shall be borne by Party B. Party B is obliged to transport and store the dismantled materials at the designated location. Party B bears all the costs required for dismantling and transportation. Including the use of existing local roads, toll fees, the cost for temporary storage, and related administrative costs required by the local government, etc. All costs to complete the project are included in the Subcontract Price.

9.1.2乙方应确保所有材料和设备妥善存放。如有任何遗失或损坏，损失由乙方承担。乙方有义务将拆解的材料运输并存放在指定地点。乙方承担拆解和运输所需的一切费用。包括当地现有道路的使用、通行费、临时仓储费以及当地政府要求的相关管理费用等。完成项目的所有费用均包含在分包价中。

9.1.3 The materials provided by Party A which are stipulated in this subcontract, Party B shall submit the supply plan to Party A in time and confirmed by both parties. After the materials provided by Party A arrive at the construction site, Party B shall be responsible for keeping them. If the materials are lost or damaged due to improper custody or negligence of Party B or its personnel, the resulting losses shall be borne by Party B and compensated at the original price.

9.1.3分包合同规定由甲方提供的材料，应由乙方及时制定供应计划提交给甲方，并由双方进行确认，甲方提供的材料到场后，应由乙方负责保管，若因乙方或其人员保管不善、疏忽等原因造成材料遗失、损坏，由此导致的损失将由乙方承担并按原价赔偿。

9.2 Usage and Management of Machine & Equipment / 机器设备的使用与管理

9.2.1 All the machinery and equipment for the implementation of this project shall be provided by Party B (unless it is stipulated in this subcontract that Party A shall provide it). Party B shall strengthen the management and maintenance of its own machinery and equipment to ensure the utilization rate and work efficiency. Party B shall be fully responsible for the loss caused by Party B's mechanical failure. In addition, the power, fuel, construction water and electricity required for the project shall be provided by Party B.

9.2.1执行本工程的全部机器设备由乙方提供（除非本分包合同规定由甲方提供）。乙方应加强对己方的机器设备的管理和维护，确保使用率和工作效率。因乙方机械故障造成的损失由乙方承担全部责任。除此之外，工程所需的动力、燃油、施工用水用电等由乙方提供

10.Other

10. 其他

10.1 Force Majeure / 不可抗力

10.2.1Force Majeure event means any event beyond the reasonable control of the affected party, which is unforeseeable or unavoidable, or insurmountable even if foreseeable, and occurs after the signature of this Subcontract, making the performance of this Subcontract in whole or in part objectively impossible or impractical. Such events include but are not limited to floods, typhoons, earthquakes, tsunamis, and other natural disasters, strikes, riots, wars (whether declared or not); Both parties to the contract agree that the impact of Covid-19 is not a force majeure event.

10.2.1不可抗力事件是指在本分包合同签订后发生的任何超出受影响方合理控制的、不可预见或不可避免、或即使可预见也无法克服的事件，使本分包合同的全部或部分履行在客观上不可能或不切实际的。此类事件包括但不限于洪水、台风、地震、海啸等自然灾害、罢工、骚乱、战争（无论是否宣战）；合同双方一致同意新冠疫情的影响不属于不可抗力事情

10.2.2 If any party does not fulfill its contractual obligations because of the force majeure, the affected party shall not bear the responsibility for breaching the Subcontract, the party who is influenced by the force majeure shall inform the other party about the force majeure immediately including the complete reasonable details and inform the other party if the force majeure leads to suspension of the execution.

10.2.2任何一方因不可抗力不履行合同义务的，受影响方不承担违反分包合同的责任，受不可抗力影响的一方应立即将不可抗力包括完整的合理细节告知对方，并在不可抗力导致中止执行的情况下通知对方。

10.2.3 If force majeure affects all or part of the work, both parties shall negotiate to take countermeasures, including whether to postpone or terminate part or all of the work. When the force majeure event occurs,

each party shall try its best to minimize the impact of the force majeure event on the Project. If the impact of the Force Majeure event has been stopped, one party shall notify the other party.
10.2.3如果不可抗力影响全部或部分工作，双方应协商采取应对措施，包括是否推迟或终止部分或全部工作。当不可抗力事件发生时，各方应尽最大努力将不可抗力事件对项目的影响降至最低。如果不可抗力事件的影响已经停止，一方应通知另一方。

10.2.4 Both parties to the contract agree that they will each bear any loss caused to themselves due to force majeure events, and will not claim compensation from the other party
10.2.4 合同双方同意，各自承担因不可抗力事件给自己带来的任何损失，且将不向对方要求赔偿

10.2.5 Both parties agree that Covid-19 is not a force majeure event.
10.2.5 合同双方同意，新冠疫情不属于不可抗力事件。

10.3Responsibility for Breaching the Subcontract / 违反分包合同的责任

10.3.1 If Party B cannot perform this subcontract according to the dynamic plan required by Party A or other requirements due to reasons of Party B, Party A has the right to choose other subcontractors and terminate the subcontract.
10.3.1如因乙方原因不能按照甲方要求的动态计划或其他要求履行本分包合同，甲方有权选择其他分包商，并解除分包合同。

10.3.2 If Party A cannot perform this subcontract due to reasons of Party A, Party B has the right to request to terminate the contract and claim the unpaid amount
10.3.2 若因甲方原因不能履行本分包合同，乙方有权要求终止合同并索取未支付的款项

10.4The Suspension and Termination of Subcontract / 分包合同的中止和终止

10.4.1In accordance with the Contract between Party A and his Employer, the Employer may terminate the whole or part of the project at any time at his discretion, regardless of whether Party B breaches the Subcontract. Party A will forward the notice of termination to Party B and Party B shall cooperate with Party A to claim against the Employer for such termination. If any loss is caused to Party A due to Party B's failure to cooperate, Party B shall bear the responsibility and losses. If the claim is successful and the compensation from the Employer could be received, Party A would pay Party B according to the relevant claim clauses of this Subcontract.
10.4.1根据甲方与其发包人之间的合同，无论乙方是否违反分包合同，发包人可以随时自行决定终止全部或部分工程。甲方将终止通知转发给乙方，乙方应配合甲方向发包人提出终止索赔。如因乙方不配合给甲方造成损失，乙方应承担责任和损失。如果索赔成功并且能够收到发包人的赔偿，甲方将根据本分包合同的相关索赔条款向乙方支付费用。

10.5 Settlements of Disputes

10. 5争端解决

10.5.1Party A and Party B agree that any dispute shall be settled through negotiation. If no agreement can be reached through negotiation, the dispute shall be settled through the commercial court of Belgrade.

10. 5. 1甲乙双方同意协商解决任何争议。协商不成的，由贝尔格莱德商事法庭解决。

10.6 Abidance by Law

10. 6遵纪守法

10.6.1 If there is any inconsistency, contradiction or conflict between this subcontract / the actions of either party to the subcontract and applicable law in Serbia, Both parties to the contract shall remind each other in good faith, the resulting problems, both parties agree to revise this subcontract and correct their own behavior.

10. 6. 1　如果本分包合同/分包合同任何一方的行为与塞尔维亚适用的法律有任何不一致、矛盾或冲突，

合同双方应善意相互提醒，由此产生的问题，双方同意修改本分包合同并改正自己的行为。

10.6.2Party B shall indemnify Party A and its personnel against all claims, damages, losses, and expenses (including legal fees and expenses) of any kind and nature arising out of party B or its personnel's breach of applicable laws, negligence, willful acts.

10.6.2　乙方应赔偿甲方及其人员因乙方或其人员违反适用法律、疏忽、故意行为而引起的任何种类和性质的所有索赔、损害、损失和费用（包括法律费用和开支）。

11.The Application of Subcontract

11. 分包合同生效

11.1Effective and invalidity conditions of the Subcontract: The Subcontract shall come into force upon the signature and seal of both parties. The contractual obligations are fully fulfilled and all payments have been made, the Subcontract ceases to be active.

11. 1分包合同的生效和无效条件：分包合同自双方签字盖章之日起生效。合同义务已完全履行并已支付所有款项，分包合同不再有效。

11.2Neither Contracting Party may assign or transfer to a third party this Agreement or the rights and obligations arising therefrom, without the prior consent of the other Contracting Party given in writing.

11. 2未经合同任意一方事先书面同意，合同任意一方不得将本协议或由此产生的权利和义务转让或转让给第三方。

11.3This Subcontract and its appendixes shall be regarded as the full agreement between two parties, and it will replace any previous verbal agreement or understanding, and communication which is made before this subcontract is issued. If the appendix of this subcontract is inconsistent with the text of this subcontract, the text of this subcontract has the priority of interpretation.

11. 3本分包合同及其附件应视为双方之间的完整协议，将取代之前的任何口头协议或谅解，以及本分包合同签发前的沟通。 本分包合同附件与本分包合同正文不一致的，以本分包合同正文为准。

11.4The illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the validity and enforceability of other provisions.
11. 4本协议任何条款的非法性、无效性或不可执行性不影响其他条款的有效性和可执行性。

11.5Amendments to this Agreement or its appendixes shall be effective only by written agreement and signed by legal persons or authorized representatives of both parties.
11. 5本协议或其附件的修改须经双方的法人或授权代表签署书面协议方可生效。

11.6 For issues not covered by this agreement, the Serbian Laws will apply related to the topic. In the case laws don't regulate certain topics, both parties shall negotiate and sign a supplementary agreement. The supplementary agreement shall serve as a supplementary document to this Agreement and have the same legal effect as this Agreement.
11.6对于本协议未涵盖的问题，将适用与该主题相关的塞尔维亚法律。法律对某些事项没有规定的，双方协商签订补充协议。补充协议作为本协议的补充文件，与本协议具有同等法律效力。

11.7 The subcontract is made in Chinese and English. In case of any discrepancies, the English version shall prevail.
11.7 该分包合同是用中文和英文书就。如有任何差异，以英文版本为准。

11.8 This Subcontract is made in quadruplicate, with each party holding two copies.
11.8本分包合同一式四份，双方各持两份。

Appendix 1: Agreement on Health, Safety and Environmental Protection
附件1：健康、安全、环境保护协议

Appendix 2: WSD (Work Scope Description)
附件2 工程范围描述

Appendix 3: Table of price
附件3：价格表

Party A SHANDONG LUQIAO GROUP CO. LTD Party B DIS NISKOGRADNJA DOO VALJEVO OGRANAK BEOGRAD-Novi Beograd

Signature:

Signature:

Name: Wang Yong

Date

Name: Saša Pavlović

Date

Appendix 1　附件1

Agreement on Health, Safety and Environmental Protection
健康、安全、环境保护协议

Party A: SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-Novi Beograd

Party B: DIS NISKOGRADNJA DOO VALJEVO

In order to create a safe and efficient construction environment and to do a good job in all relevant safety management work required to complete this work, both parties hereby sign this health, safety and environmental protection agreement.

为营造安全高效的施工环境，做好为完成本工作的所需的相关所有安全管理工作，甲乙双方特此签订本健康、安全、环境保护协议。

1. Party B shall be responsible for maintaining all Party B's machinery, vehicles, equipment, facilities, materials supply, and operation on-site, as well as keeping other resources that are used by (or related to) Party B clean and safe. Party B shall inspect the site to determine defects, potential sources of injury or hazardous conditions, and operations occurring in the course of execution. Party B shall inform its employees and Party A's representatives of the defects or risks and take corrective measures.

1.　乙方应负责维护乙方的所有机器、车辆、设备、设施、材料供应和现场操作，以及保持乙方使用（或与之相关）的其他资源的清洁和安全。乙方应检查现场以确定缺陷、潜在的伤害源或危险情况以及执行过程中发生的操作。乙方应将缺陷或风险告知其员工和甲方代表，并采取纠正措施。

2. Party B shall comply with all laws (international, national, local, or other laws) applicable at the site and HSE regulations of Party A and the Employer, including fire prevention, health, environmental protection, and security regulations. Party B shall be familiar with and comply with the Employer's and Party A's health, safety, environmental protection, and security policies and instructions. Party B shall ensure that all services, materials, and goods of Party B used during the execution of the project comply with laws, regulations, and requirements issued by the local government or other local administrative authorities.

2. 乙方应遵守现场适用的所有法律（国际、国家、地方或其他法律）以及甲方和发包人的HSE法规，包括防火、健康、环保和安全法规。乙方应熟悉并遵守发包人和甲方的健康、安全、环境保护和安保政策和指示。乙方应确保乙方在项目执行过程中使用的所有服务、材料和货物符合当地政府或其他地方行政当局颁布的法律、法规和要求。

3. Party B shall be responsible for maintaining and improving the safety awareness of employees. Due to safety accidents caused by Party B or its personnel, Party B shall bear the responsibilities and losses caused thereby.

3.　乙方应负责维护和提高员工的安全意识，因乙方或其人员导致的安全事故，乙方应承担因此导致的责任和损失

4. Party B shall appoint a competent safety specialist, in charge of offering advice to the representative of Party B on all safety matters related to the execution of the project. Party A has the right to refuse to accept the appointment of the safety specialist if party A considers the person incompetent or unqualified. Prior to the commencement of the project, Party B shall notify Party A of the appointment of a safety specialist. The appointee should have appropriate qualifications and experience in similar projects.
4. 乙方应指定一名称职的安全专家，负责就与项目执行有关的所有安全事项向乙方代表提供建议。甲方认为安全专员不称职或不合格的，甲方有权拒绝接受该安全专员的任命。工程开工前，乙方应通知甲方指定安全专家。受聘人应具备类似项目的适当资格和经验。

5. Party B shall provide sufficient first aid equipment, fire extinguishers and other necessary safety equipment for the implementation of this project at its own expense. In accordance with this subcontract, relevant laws and industry regulations, Party B shall maintain the equipment in a professional manner and regularly verify the equipment.
5. 乙方应自费提供足够的急救设备、灭火器等实施本工程的必要的安全设备及个人防护用品。根据本分包合同、相关法律及行业规定，乙方应以专业的方式维护设备并定期对设备进行验证。

6. If Party A considers that the equipment, personnel or engineering conditions are unsafe or do not conform to Party A's requirements, Party A's representative shall have the right to prohibit the commencement of the project or suspend the execution of part of the project.
6. 甲方认为设备、人员或工程条件不安全或不符合甲方要求的，甲方代表有权禁止工程开工或暂停部分工程的实施。

7. Party B's serious or repeated breach of the health, safety, and environment provisions of this Contract, or Party B's refusal or failure to remedy any harmful work operation or to improve or replace equipment as required within a continuous period of 10 (ten) days, shall constitute a material breach. In this case, Party A has the right to suspend the works or terminate this subcontract.
7. 乙方严重或屡次违反本合同的健康、安全和环境条款，或乙方拒绝或未能在连续10（十）天内按要求对任何有害工作操作进行补救或改进或更换设备，应构成重大违约。在这种情况下，甲方有权暂停工程或终止本分包合同。

8. The Agreement is prepared in four copies, two for the Party A, and two for the Party B.
8. 本协议一式四份，甲方2份，乙方2份。

9.如因甲方或乙方原因导致发生安全事故，应依据法律和本分包合同追究其责任并使责任方承担其损失
9. If a safety accident occurs due to the reasons of Party A or Party B, it shall be investigated for its responsibilities in accordance with the law and this subcontract and the responsible party shall bear its losses.

10. The Agreement will take effect upon signature and stamp by the legal representatives or authorized representatives of the Party A and Party B, and will be terminated after the completion of overall project.
10. 本协议经甲方和乙方的法定代表人或授权代表签字盖章后生效，本协议在整个工程完成后终止。

Party A / STRANA A SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-Novi Beograd	Party B / STRANA B DIS NISKOGRADNJA DOO VALJEVO
Signature:	Signature:
Name: Wang Yong Date	Name: Saša Pavlović Date

Appendix 2 附件2

WSD (Work Scope Description) 工程范围描述

10/11 РУШЕЊЕ И ДЕМОНТАЖА ОБЈЕКАТА НА ЛОКАЦИЈИ from Km128+849.48 to Km144+327.41

Бр.	Опис радова
1	РАДОВИ ДЕМОНТАЖЕ И РУШЕЊА
1.1.	Напомена: У јединичне цене демонтаже и рушења урачунати и одношење шута ван објекта, утовар у камионе, транспорт до депон истовар уз грубо планирање. Предмером се претпоставља удаљеност депоније до 15 км. У јединичне цене урачунати сва потребна подупирања и осигурања конструкције да се несметано и безбедно могу изводити радови. Пажљиво рушење постојећих објеката Предузети све мере за безбедност радника приликом рушења објекта. Шут утоварити у камионе и одвести на градску депонију, а простор очистити. Позицијом обухваћена и демонтажа инсталација. Рушење радити у свему Техничком опису. Обрачун по м² бруто површине објекта са одвозом шута на градску депонију.

КЊИГА 10/6 ПРОЈЕКАТ РУШЕЊА МОСТОВА надвожњак на km 131+245.45 Мали Иђош

Бр. поз.	Опис радова
10/6-1	**ПРИПРЕМНИ РАДОВИ**
	ОПШТИ И ЗАЈЕДНИЧКИ УСЛОВИ ЗА ПРИПРЕМНЕ И ПРЕТХОДНЕ РАДОВЕ
	Све позиције обухватају поред описа појединачних ставки сав рад и материјал који је потребан за комплетан и квалитет завршетак радова описане позиције. ОБРАЧУН ИЗВРШЕНИХ РАДОВА Обрачун количина стварно изведених радова извршиће се према одредбама које прописују нормативи и стандарди рад грађевинарству.
10/6-1.1	Припрема градилишта.
10/6-1.2	Монтажа челичних јармова
10/6-2	**ЗЕМЉАНИ РАДОВИ**
10/6-2.1	Широки ископ са утоваром, транспортом на депонију до 5km, као и са истоваром и планирањем материјала на депонији месту уградње. Обрачун се врши по m3 ископаног материјала. - у материјалу I и II категорије
	- у материјалу III категорије
	- у материјалу IV и V категорије
	- у материјалу VI и VII категорије
10/6-3	**УКЛАЊАЊЕ КОНСТРУКЦИЈЕ**
	За све позиције наведених радова важи: * у цену је урачуната набавка свог потребног материјала, алата, механизације, транспорт, израда и монтажа према прој а за комплетно завршен посао
10/6-3.1	Рушење постојеће конструкције Рушење и уклањање горњег строја конструкције - застора,прагова, пешачке и заштитне ограде, главних и попречних носача, рушење парапета, лежишних гред, стубова и крила постојећих стубова, наглавних греда, темеља, темељних и стубних зидова од камена и бетона до пројектоване коте. У цену позиције улази и утовар са транспортом и одлагањем срушеног материјала на депонију до 5000м даљине. Обрачунава се по м2 основе моста.

Appendix 3　附件3

Table of price　价格表

No. 序号	Part 项目	Amount (USD) 金额	Comments 备注
I	**CONSTRUCTION FEE** **建筑工程直接费**	**160,852.84**	
16	Demolition Works 拆除工程	160,852.84	
	TOTAL: **合计：**	**160,852.84**	

Note: 1. This "Table of Price" as part of the "Civil and Track Construction (Lot NS-II) Project for Modernization and Reconstruction of Hungarian-Serbian Railway Connection in the Territory of the Republic of Serbia for Section Novi Sad-Subotica-Border (Kelebia) Engineering Construction Subcontract" signed by the Contractor and Subcontractor, as the basis for measurement and settlement between the two parties, the items included in the Design for Execution of Works but not reflected in this "Table of Price" are considered to be included in other items in this "Table of Price".

2. Subject to the Investor's approval of the adjustment of the Table of Price of the Commercial Contract, the Contractor and the Subcontractor will adjust the unit prices and quantities of some items accordingly.

3. This "Table of Price" has included the Safety Equipment and Measures fee and Unforeseen Fees and Other Fees for completion of this subcontract.

说明：1.本《工程价格表》作为承包商与分包商所签署的匈塞铁路诺维萨德至苏博蒂察国境段现代化和重建项目的土建和轨道施工（NS-II标段）工程施工分包合同的一部分，作为双方计量结算的依据，施工图设计文件已包含但未在本《工程价格表》中体现的项目视为已包含在本《工程价格表》其他项目中；

2.在业主批准商务合同价格表调整的前提下，承包商和分包商将相应对部分项目的单价和数量进行调整；

3.本《工程价格表》已包括完成本分包合同的安全设备和措施费和意外费用及其他费用。

16.Demolition Works

No.	Item	Description	Unit	No. of	Unit Price (USD)	Total Price (USD)	No. of Books

				Unit			
A	Demolition of Existing Bridge						
1	Demolish existing overpass structure		Completion of demolishing of existing overpass structure	1	50,000.00	50,000.00	10/6
B	Demolition of Architectural Facilities						
1	Demolish existing Architectural Facilities		Completion of demolishing of existing Architectural Facilities	1	110,852.84	110,852.84	10/11
	Summary(USD)					**160,852.84**	